

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF CHULA VISTA  
AND THE CHULA VISTA POLICE OFFICERS ASSOCIATION

August 30, 2012

The City of Chula Vista ("City") and the Chula Vista Police Officers Association ("POA") hereby enter into this Side Letter of Agreement and agree to the following terms:

1. [MOU extension] Unless otherwise specifically indicated in this side letter, all of the existing terms and conditions of the current Memorandum of Understanding ("MOU") and side letters dated 1/1/09, (Retiree Medical Trust participation); 1/26/09, (Wages); 8/26/09, (Compensatory Time); 10/13/09, (Bilingual Exam), and; 1/25/11, (Pension Contribution and Misc.) will be extended and remain in full force and effect through June 30, 2014.
2. [4/10 – 3/12.5 Schedule] Effective the first pay-period in January 2013, (01/11/13), a hybrid "4/10 – 3/12.5" work schedule will be implemented for officers assigned to patrol, (excluding Traffic, Street Team/GSU, SRO, and Geographic Policing). Officers assigned to the 4/10 schedule will work Monday through Thursday, while officers assigned to the 3/12.5 schedule will work Friday, Saturday, and Sunday.
3. [Work period] The City has enacted the 7k exemption in the case of law enforcement as permitted by the Fair Labor Standards Act. The work period for employees assigned the 3/12.5 work schedule will be 160 hours in a 28-day cycle beginning at 00:01 on Friday and ending 28 days later.
4. [10 hour pay-back] Because officers assigned to the 12.5 hour shift work 75 hours during a two week pay-period, they are required to work an additional 10 hour shift every 28 day cycle. This additional shift will typically be repaid by attending regularly scheduled bi-monthly 10 hour training days, and during opposing months, providing coverage when officers assigned to the 4/10 schedule attend their regularly scheduled training days. The training date will be determined by the department.
5. [Overtime] Overtime for officers working a 12.5-hour shift will be paid in accordance with section 2.02 of the MOU
6. [2-year Trial Period] The first two years following implementation of the schedule set forth in paragraph 2 will be considered a trial period. At any time during this 2-year trial period, the POA and Police Department, at either party's request, shall meet to discuss changes to and/or issues with the schedule; when necessary, a committee with representation from both parties will be formed to further discuss and resolve these issues. If the committee does not reach a mutual agreement, then the Chief of Police shall have final authority. The committee may be composed of the following:
  - a. Two (2) members chosen by the POA.

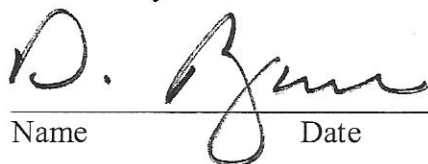
- b. Two (2) members chosen by the Police Department.
- c. One (1) member chosen by the above four mutually. This member shall participate only in a non-binding advisory role.

7. [Continuation of Schedule after Trial Period] No later than 60 days prior to the termination of the 2-year trial period, the POA and Police Department, at either party's request, shall meet and confer to discuss continuation of, and/or issues with the schedule in existence at that time; when necessary, a committee with representation from both parties will be formed to further discuss said continuation and/or resolve these issues.

For CVPOA:

 8/30/12  
\_\_\_\_\_  
Name Date

For the City of Chula Vista:

 8/30/12  
\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

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Name Date